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EXTRAORDINARY

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PART I—Section 1

प्राधिकार से प्रकाशित

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इस भाग में निम्न पृष्ठ संख्या दी जाती है जिससे कि यह प्रलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed as a separate compilation.

MINISTRY OF FOREIGN TRADE

PUBLIC NOTICE

IMPORT TRADE CONTROL

New Delhi, the 6th May 1970

SUBJECT.—Conditions for licensing private/public sector imports under the Dutch Credit (General purpose) effective from 1st April 1970.

No. 68-ITC(PN)/70.—The terms and conditions governing the issuance of import licences financed under the Dutch Credit (General Purpose) effective from 1st April, 1970 given in Appendices I and II to this Public Notice are notified for information of the trade.

APPENDIX I

Conditions for Licensing Private Sector Imports under the Dutch Credit (General Purpose) effective from 1st April 1970.

The licence will be issued with a validity period of 12 months but firm orders must be placed within 4 months from the date of issue of the licence. In cases where orders have not been placed within the period of 4 months, the licencees should apply to the CCI&E for suitable extension in the period of ordering, giving adequate justification for delay in placing orders. Such requests will be considered on merits by Chief Controller of Imports & Exports in consultation with Ministry of Finance (D. E. A.).

In cases where Letter of Authority has been issued by the Department of Economic Affairs of the Ministry of Finance, or where under the Reimbursement system, the contract has been made "effective", the Chief Controller of Imports & Exports may, without referring the cases to that Department, revalidate the licences suitably but leaving a gap of clear six months from the last date of disbursement allowed under the credit agreement in question.

2. The contract of supply between the Indian importer and the Dutch supplier is subject to the approval of the Government of India and De Nederlandse Investerings bank Voor Ontwikkelingslanden N. V. (The Netherlands Investment Bank for Developing countries, N.V.), The Hague, for financing under the Dutch Credit (General Purpose) arrangement.

3. The value of the contract should be expressed only in Dutch Guilders and on the basis of c.i.f. or c & f. cost: The contract should normally provide for payment on cash basis i.e. on presentation of shipping documents. For any customary performance guarantee, where required, a small amount not exceeding 10 per cent of the contract value could be withheld or the supplier could furnish a bank guarantee for the purpose.

4. The following procedure will be followed for submission of contracts.

(i) Cases where the Dutch authorities' approval in principle has not been obtained (i.e. for equipment and machinery).

The Importer will furnish to the Department of Economic Affairs (Europe Branch) the following details to enable the Dutch approval being obtained:—

(a) Items of machinery, equipment, etc. to be obtained;

(b) The name and address of the Dutch supplier;

(c) Whether all the items required are of Dutch origin. If not, what is the percentage of non-Dutch origin equipment. (Normally the Dutch General Purpose Credit does not finance the purchase of items of non-Dutch origin).

(d) C.I.F. or C&F cost of the import—both in Dutch Guilders and Rupees.

After the Dutch approval has been obtained to the proposal the procedure outlined para (ii) hereinafter will be applicable.

(ii) Cases where the Dutch authorities' approval has been obtained either as a consequence of (i) above or where a general approval is available (for components, raw materials and spares).

(1) The importer will conclude a contract with the Dutch supplier comprising, *inter-alia*, the following clauses:

(a) "This contract will be governed by the 'direct payment system' of the Dutch General Purpose Credit and will become effective after the Government of India's approval to this effect has been received".

(b) "The goods are of Dutch origin/manufacture".

(2) In cases where the importer wishes to adopt the reimbursement system, the words 'direct payment' indicated in (1) above, will be substituted by the words "re-imbursement system" but the value of such cases will not exceed Rs. 1 lakh each. In such cases it will not be necessary to send to Government of India a Bank Guarantee but the parties may have (will need) to open *Letters of Credit*, if required by the Suppliers.

(3) Five (5) copies of the contract, when concluded, should be furnished by the Importer to the Ministry of Finance (Department of Economic Affairs, Europe Branch), New Delhi. The following information should also be sent with the forwarding letter to the Department of Economic Affairs along with copies of the contract:—

(i) Name and address of the Indian importer and/or Project authority where necessary.

(ii) Name and address of the Dutch supplier.

(iii) (a) Name and address of the supplier's bank in the Netherlands, if any, and (b) the importers' bank in India.

(iv) Value of the contract in Dutch guilders and in Indian Rupees.

(v) Short description of goods to be imported.

(vi) A schedule indicating probable dates and amounts of payments to be made to the supplier under the contract.

(vii) Photostat copy of the licence.

(viii) Bank Guarantee duly adjudicated in the form attached, in case the 'direct payment' procedure has to be followed—as per Annexure I.

5. On receipt of five copies of the contract and the information required in paragraph 4 above, the Department of Economic Affairs will inform the De Nederlandse investerings bank Voor Ontwikkelingslanden N.V. The Hague that the contract is proposed to be financed under the Dutch General Purpose arrangements. A Letter of Authority (Annexure II) will also simultaneously be issued

in the case of direct payment system. Letter of Authority is not necessary under the Reimbursement procedure.

As soon as the approval of the said Bank to the financing of the contract under Dutch Credit is received, the importer will be informed that the contract has become effective, whereafter the imports can be effected.

Direct Payment System vide para 4(ii) (1) above.

6.(i) The payment to the Dutch suppliers or their bankers under the contract will be made by the De Nederlandse Investerings bank Ontwikkelingslanden N.V. The Hague against the Letter of Authority issued by the Ministry of Finance, Department of Economic Affairs, Europe Branch.

(ii) The importer will have to pay the rupee equivalent of the amounts in Dutch Guilders charged by De Nederlandse Investerings bank Voor Ontwikkelingslanden N. V. The Hague, Holland towards banking and other incidental charges at the rate of conversion mentioned in para 6(iii).

(iii) The importer will have to deposit

- (a) The rupee equivalent of the payments to the supplier or their bankers in Dutch Guilders by applying the prevailing composite rate of conversion. The current rate is 1 D.G.=Rs. 2,093 and any change in the same will be communicated to the importers as and when it takes place.
- (b) Interest at the rate of 6 per cent (or any other rate advised to the importer) per annum for the period between the date of actual payment to the suppliers by the De Nederlandse Investerings bank Voor Ontwikkelingslanden N.V. The Hague, Holland and the date of actual deposit of the rupee equivalent for credit in Government Account.

Re-Imbursement System vide para 4(ii) (2) above.

7.(i) The importer will make payments against the Letter of Credit opened by him on the strength of Exchange Control copy of the Import licence, and furnish to the A.O., Department of Economic Affairs (Economic Aid Accounts Section), within 15 days of the shipment of goods a certificate of payment from the Bank paying to the supplier and also two copies of the invoice bearing a certificate from the supplier that the supplier has received a sum of—Dutch Guilders amounting to 100 per cent of the invoice value on shipment of goods, except for the amount held back for customary performance guarantee to enable this Department to claim reimbursements from the Credit in due course.

(ii) Where some amount, say upto 10 per cent has been withheld towards performance guarantee, the importers will furnish to the Department of Economic Affairs (Economic Aid Accounts Section) as soon as the amount has been paid to the Dutch suppliers, two copies of the invoice bearing a certificate from the supplier that.

The supplier has received a sum of—Dutch Guilders amounting to—of the invoice value (on satisfactory performance of the plant).

Any omission on the part of importers to send the reimbursement documents promptly to the Department of Economic Affairs will be viewed seriously.

NOTE 1.—The moneys specified in paragraph 6(iii) shall be arranged to be deposited by the importer/importer's banks, as far as possible, at the Reserve Bank of India, New Delhi or at State Bank of India, Tis Hazari, Delhi. It is only when it is not possible to make the cash deposits with the R.B.I., New Delhi or State Bank of India, Tis Hazari, Delhi that they may follow the demand draft procedure. In such cases, demand drafts be obtained by the importers (or their bankers) from any branch of the State Bank of India or its subsidiaries (drawer) drawn on and made payable to State Bank of India, Tis Hazari Branch, Delhi-6 (drawee and payee). To make it clear that the remittance is meant for credit to the Government account, the words "For Credit to Central Government account" should be added in brackets after the words "On demand pay to the State Bank of India, Tis Hazari Branch Delhi-6". The remitter should thereafter forward the demand draft accompanied by challan (duly filled in and signed by the remitter) in quadruplicate in form No. TR-6 to the State Bank of India, Tis Hazari, Delhi-6 (Drawee) under Registered Post Acknowledgement Due. (The

original copy should be marked in red ink at the top "original copy meant for Ministry of Finance"). The head of account is "T—Deposits and Advances—Part II—Deposits not bearing interest—Civil Deposits—Deposits for purchases abroad under direct payment procedure under Foreign Loans/Credits—Deposits for cost of equipment etc., obtained under the Dutch Credit (General Purpose)".

NOTE 2.—No remittances from India will be permitted against this import licence towards the cost of the goods to be imported from Netherlands under the "Direct Payment System".

NOTE 3.—Letter of Credit shall not be opened before the contract has been made effective by the Government of India.

ANNEXURE I

GUARANTEE BOND

To

The President of India.

In consideration of the President of India (hereinafter called 'the Government') having agreed to arrange for payment in D.G. for the import of—
by—(hereinafter called the 'Importer') under the terms and conditions of Dutch General Purpose Credit and in pursuance of Import Licence No.—issued on—in favour of the Importer against the above mentioned agreement, we—Bank Limited, at the request of the Importer hereby undertake to arrange to deposit the amounts of the disbursements made by De Nederlandse Investerings bank Voor Ontwikkelingslanden N.V. The Hauge converted at the rate of 1 D.G.=Rs. 2,093 within ten days of the receipt of advice of payment, for credit to the Government account in the manner and against the appropriate Heads of Account as indicated by Government of India under the said credit together with interest thereon at the rate of 6 per cent per annum, from the date of payment to the Dutch supplier to the date of payment of Rupee equivalent for credit to the Government account. The negotiable set of import documents received from the Dutch Bank will be released to the Importer only after the rupee deposits contemplated above have been made.

2. We the—Bank Ltd., also undertake to indemnify and keep indemnified the Government against any default in payment by the importer of any sum that may be due and payable from time to time by the importer to the Government at such place and in such manner as the Government may from time to time direct, such sums not exceeding Rs.—, or any part thereof, for the time being due and payable by the Importer, together with interest thereupon at the rate of six per cent, per annum, from the date of payment to the Dutch supplier out of the Dutch Credit. The decision of the Government as to any default in the said payment by the Importer, or on his part and in regard to the amount payable to the Government by us—Bank Ltd., shall be final and binding on us—Bank Ltd.

3. We—Bank Ltd., further agree that in case of increase in the value of imports or increase in the value of unfulfilled deliveries under the contract as a result of change in the composite rate of exchange mentioned in para 1. the amount of this guarantee bond will be adjusted as on the date when the change takes place, in proportion to this change.

4. We—Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement/contract and that it shall continue to be enforceable till all the dues to the Government under or by virtue of this guarantee have been fully paid and its claims satisfied or discharged.

5. The guarantee herein contained shall not be affected by any change in the constitution of the Importer or the—Bank Ltd., and the Government shall have the fullest liberty without affecting the guarantee to postpone for any time and from time to time any of the powers exercisable by it against the importer and either to enforce payment by the importer of any of

the amounts the payment whereof is intended to be hereby secured and the—
 —Bank Ltd., shall not be released from its liability under
 this guarantee by any exercise of the Government of the liberty with reference
 to the matters aforesaid or by reason of time being given to the importer or any
 other forbearance, act or omission on the part of the Government or any indul-
 gence by the Government to the Importer or by any other matter or think what-
 soever which under the law relating to sureties shall but for this provision, have
 the effect of so releasing the—Bank Ltd., from its
 such liability.

6. We—Bank Ltd., lastly undertake not to revoke this
 guarantee during its currency, except with previous consent of the Government,
 in writing. This guarantee will be valid upto—

Dated the—day of—19
 for—Bank Ltd.

Accepted for and on behalf of the

President of India by Shri—

(Name and designation).

Signature

Signature

NOTE.—The validity period of this guarantee should be six months beyond the
 proposed date of expiry of the relevant Letter of Authority applied for.

NOTE.—The value of the stamped paper on which this guarantee is to be
 executed is to be adjudicated by the Collector of Stamps.

ANNEXURE II

No. F.

GOVERNMENT OF INDIA

MINISTRY OF FINANCE

(Department of Economic Affairs)

New Delhi, the

To

The Netherlands Investment bank for Developing Countries, The Hague,
 Netherlands.

Agreement for the Loan of—million

Netherlands Guilders—Request for direct payment.

Dear Sirs,

LETTER OF AUTHORITY NO.—

With reference to our application of today's date as to the financing of the
 transaction between M/s.—India
 and M/s.—, Holland, out of the
 loan made by your Bank to India, we hereby request and authorise you un-
 conditionally and irrevocably to pay in accordance with the terms and conditions
 of the above mentioned contract to—
 Holland the amount of N.fl.—(—)

M/s.—(—) only in favour of
 M/s.—, Holland. It is requested
 that a copy of the debit advice along with the invoices, shipping and other docu-
 ments presented by the Dutch supplier be despatched direct to the Indian
 importer/Importer's banker (—).

(Name of the Importers Bank/Importer)

Kindly forward the debit advice to the Government of India, Ministry of
 Finance, Department of Economic Affairs, (Economic Aid Accounts Branch),

Bombay Mutual Building, Parliament Street, New Delhi. This letter of authority will remain valid till—

for the President of India

Under Secretary to the Government of India.

Copy to—

(Name of the Bank)

They are requested to arrange deposit of the rupee equivalents of the payments in D.G. made to Suppliers/Bank within 10 days of the receipt of documents from the Dutch National Bank. The rupee equivalent will have to be calculated by applying the prevailing composite rate of exchange. The current rate is 1 D.G.= Rs. 2.093. Any change in this rate will be communicated to them as and when it takes place. Interest at the rate of 6 per cent p.a. for the period between the date of payment to the Suppliers and the date on which the rupee equivalents are deposited is also required to be deposited to Government account. It will be their responsibility to arrange for the deposit of these amounts before the negotiable set of import documents is handed over to the importers. These amounts should be deposited either with the Reserve Bank of India, New Delhi or the State Bank of India, Delhi or remitted by means of a demand draft drawn on the State Bank of India. The Head of Account to be credited is T-Deposits—and Advances Part II—Deposits not bearing interest—Civil Deposits—Deposits for purchases abroad under Direct Payment Procedure under foreign credits—“Deposits for cost of equipment etc. obtained under the Dutch Credit (General Purpose). One copy of the challan or intimation regarding the submission of demand draft should be sent to Accounts Officer, Ministry of Finance (D.E.A.), Economic Aid Accounts Branch, Jeevan Deep Building, Parliament Street, New Delhi-1, along with full details of the Advice Notes received from the Dutch Bank including Letter of Authority number.

Under Secretary to the Government of India.

APPENDIX II

Conditions for licensing Public sector imports under the Dutch Credit (General Purpose) effective from 1st April, 1970.

The licence will be issued with a validity period of 12 months but firm orders must be placed within 4 months from the date of issue of the licence. In cases where orders have not been placed within the period of 4 months, the licences should apply to the CCI&E for suitable extension in the period of ordering, giving adequate justification for delay in placing orders. Such requests will be considered on merits by Chief Controller of Imports and Exports in consultation with Ministry of Finance (Deptt. of Economic Affairs).

In cases where Letters of Authority have been issued by the Department of Economic Affairs of the Ministry of Finance, the Chief Controller of Imports & Exports may, without referring the cases to that Department, revalidate the licences suitably but leaving a gap of *clear six months* from the last date of disbursement allowed under the Credit Agreement in question.

2. The contract of supply between the Indian project authority and the Dutch Supplier is subject to the approval of the Government of India and De Nederlandse Investerings bank Voor Ontwikkelingslanden N.V. (The Netherlands Investment Bank for Developing countries, N.V.). The Hague, for financing under the Dutch Credit (General Purpose) arrangement.

3. The value of the contract should be expressed only in Dutch Guilders and on the basis of c.i.f. or c & f cost. The contract should normally provide for payment on cash basis i.e. on presentation of shipping documents. For any customary performance guarantee, where required, a small amount not exceeding 10 per cent of the contract value could be withheld or the supplier could furnish a bank guarantee for the purpose.

4. The following procedure will be followed for submission of contracts:—

- (i) *Cases where the Dutch authorities' approval in principle has not been obtained (i.e. equipment and machinery).*

The project authority will furnish to the Department of Economic Affairs (Europe Branch) the following details to enable the Dutch approval being obtained:

- (a) Items of machinery, equipment, etc. to be obtained.
- (b) The name and address of the Dutch Supplier;

- (c) Whether all the items required are of Dutch origin. If not, what is the percentage of non-Dutch origin equipment. (Normally the Dutch General Purpose Credit does not finance the purchase of items of non-Dutch origin).
- (d) C.I.F. or C & F cost of the import—both in Dutch Guilders and Rupees. After the Dutch approval has been obtained to the proposal the procedure outlined under part (ii) hereinafter will be applicable.
- (ii) *Cases where the Dutch authorities approval has been obtained either as a consequence of (i) above or where a general approval is available (for components, raw materials and spares).*
- (1) The importer will conclude a contract with the Dutch supplier comprising, *inter alia* the following clauses:—
- (a) "This contract will be governed by the 'direct payment system' of the Dutch General Purpose Credit and will become effective after the Government of India's approval to this effect has been received."
- (b) "The goods are of Dutch origin/manufacture."
- (2) Five (5) copies of the contract, when concluded, should be furnished by the project authority to the Ministry of Finance (Department of Economic Affairs, Europe Branch, New Delhi) through the administrative Ministry and the Associate Finance. The following information should also be sent in the forwarding letter to the Department of Economic Affairs along with copies of the contract:—
- (i) Name and address of the Indian Project authority.
 - (ii) Name and address of the Dutch Supplier.
 - (iii) (a) Name and address of the Supplier's bank in Netherlands, if any, and (b) the name of the branch of the State Bank through which they want to operate.
 - (iv) Value of the contract in Dutch Guilders and in Indian Rupees.
 - (v) Short description of goods to be imported.
 - (vi) A schedule indicating probable dates and amounts of payments to be made to the supplier under the contract.
 - (vii) Photostat copy of the import licence and a reference to the clearance by D.E.A. or by a Committee, etc.
5. On receipt of five copies of the contract and the information required in paragraph 4 above, the Department of Economic Affairs will inform the De Nederlandse Investeringsbank Voor Ontwikkelingslanden N.V. The Hague that the contract is proposed to be financed under the Dutch General Purpose arrangements. A letter of Authority (Annexure I) will also simultaneously be issued. As soon as the approval of the said Bank to the financing of the contract under Dutch Credit is received, the project authority will be informed that the contract has become effective whereafter the imports can be effected.
6. (i) The payment to the Dutch suppliers or their bankers under the contract will be made by the De Nederlandse Investeringsbank Voor Ontwikkelingslanden N.V. The Hague against the Letter of Authority issued by the Ministry of Finance, Department of Economic Affairs, Europe Branch.
6. (ii) The project authority will have to pay the rupee equivalent of the amounts in Dutch Guilders charged by De Nederlandse Investeringsbank Voor Ontwikkelingslanden N.V. The Hague, Holland towards banking and other incidental charges at the rate of conversion mentioned in para 6(iii).
6. (iii) The project authority will have to deposit—
- (a) The rupee equivalent of the payments to the supplier or their bankers in Dutch Guilders by applying the prevailing composite rate of conversion. The current rate is 1 DG=Rs. 2.093 and any change in the same will be communicated to the Importers as and when it takes place.
 - (b) Interest at the rate of 6 per cent (or any other rate advised to them) per annum for the period between the date of actual payment to the suppliers by the De Nederlandse Investeringsbank Voor Ontwikkelingslanden N.V. The Hague, Holland and the date of actual deposit of the rupee equivalent for credit in Government account.
- NOTE 1.—The money specified in paragraph 6(iii) shall be arranged to be deposited by the importer/importer's bank, as far as possible, at the Reserve Bank

of India, New Delhi or at State Bank of India, Tis Hazari, Delhi. It is only when it is not possible to make the cash deposits with the R.B.I. New Delhi or State Bank of India, Tis Hazari, Delhi that they may follow the demand draft procedure. In such cases, demand drafts be obtained by the importers (or their bankers) from any branch of the State Bank of India or its subsidiaries (drawer) drawn on and made payable to State Bank of India, Tis Hazari Branch, Delhi-6 (drawee and payee). To make it clear that the remittance is meant for Credit to the Government account, the words 'For Credit to Central Government Account' should be added in brackets after the words "On demand pay to the State Bank of India, Tis Hazari Branch, Delhi-6". The remitter should thereafter forward the demand draft accompanied by challan (duly filled in and signed by the remitter) in quadruplicate in form No. TR 6 to the State Bank of India, Tis Hazari, Delhi-6 (Drawee) under Registered Post Acknowledgment Due. (The original copy should be marked in red ink at the top "Original copy meant for Ministry of Finance"). The head of account is "T-Deposits and Advances—Part II—Deposits not bearing interest—Civil Deposits Deposits for purchases abroad under direct payment procedure under Foreign Loan/Credits—Deposits for cost of equipment etc., obtained under the Dutch Credit (General Purpose)".

NOTE.—In the case of imports made by the departments of Central and State Governments (including State Electricity Boards etc.) the debits for the rupee equivalents will be raised against the A.G. concerned by A.G.C.R. on the basis of advices issued by Ministry of Finance.

NOTE 3.—No remittances from India will be permitted against this import licence towards the cost of the goods to be imported from Netherlands.

NOTE 4.—In cases where project authority effects actual imports through a party in the private sector, these licensing conditions will not apply but instead the Licensing Conditions for Private Sector Imports will be followed.

ANNEXURE I

No. F.

GOVERNMENT OF INDIA

MINISTRY OF FINANCE

(Department of Economic Affairs)

New Delhi, the

To

The Netherlands Investment bank for Developing Countries,
The Hague,
Netherlands.

Agreement for the loan of _____million
Netherlands Guilders—Request for direct payment.

Dear Sirs,

LETTER OF AUTHORITY NO. _____

With reference to our application of today's date as to the financing of the transaction between M/s. _____ India and M/s. _____, Holland, out of the loan made by your Bank to India, we hereby request and authorise you unconditionally and irrevocably to pay in accordance with the terms and conditions of the above mentioned contract to _____, Holland the amount of N.fl. _____ (_____ only) in favour of M/s. _____, Holland. It is requested that a copy of the debit advice along with the invoices, shipping and other documents presented by the Dutch supplier be despatched direct to the Indian importer/importer's banker (_____).
(Name of the Importer's Bank/Importer)

Kindly forward the debit advice to the Government of India, Ministry of Finance, Department of Economic Affairs, (Economic Aid Accounts Branch), Bombay

Mutual Building, Parliament Street, New Delhi. This letter of Authority will remain valid till_____.

For the President of India,
Under Secretary to the Government of India.

Copy to_____
(Name of the Bank)

They are requested to arrange deposit of the rupee equivalents of the payments in D.G. made to suppliers/Bank within 10 days of the receipt of documents from the Dutch National Bank. The rupee equivalent will have to be calculated by applying the prevailing composite rate of exchange. The current rate is 1 D.G. is equal to Rs. 2.093. Any change in this rate will be communicated to them as and when it takes place. Interest at the rate of 6 per cent p.a. for the period between the date of payment to the Suppliers and the date on which the rupee equivalents are deposited is also required to be deposited to Government account. It will be their responsibility to arrange for the deposit of these amounts before the negotiable set of import documents is handed over to the importers. These amounts should be deposited either with the Reserve Bank of India, New Delhi or the State Bank of India, Delhi or remitted by means of a demand draft drawn on the State Bank of India. The Head of Account to be credited is T-Deposits— and Advances Part II—Deposits not bearing interest—Civil Deposits—Deposits for purchases abroad under Direct Payment Procedure under foreign credits—” “Deposits for cost of equipment etc. obtained under the Dutch Credit (General Purpose). One copy of the challan or intimation regarding the submission of demand draft should be sent to Accounts Officer, Ministry of Finance (D.E.A.). Economic Aid Accounts Branch, Jeevan Deep Building, Parliament Street, New Delhi-1, along with full details of the Advice Notes received from the Dutch Bank including Letter of Authority number.

Under Secretary to the Government of India.

R. J. REBELLO,

Chief Controller of Imports & Exports

